EXHIBIT 3

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ABSOLUTE ASSIGNMENT AND SECURITY AGREEMENT (THE "AGREEMENT")

I. Yolanda Keyes as Conservator of the Estate of Randy Jackson, ("I", "Me" or "Seller") am entitled to certain periodic payments (the "Periodic Payments"), which I am receiving due to the purchase of a self-owned annuity policy. The Periodic Payments to be paid to Me through an annuity issued by Matt.Ife Insurance Company USA (the "Annuity Issuer"). The Periodic Payments are due to Me on the account of my purchase of an annuity and is not the result of a structured legal extlament. settlement.

In consideration of the mutual promises contained here, I agree as follows:

- A. Assignment Provision. I agree to sell to DRB Capital, LLC (the "Purchaser") through an assignment, all of my rights to and interest in the following payments, which I am due to receive under the Annuity: 4 annual payments of \$19,699.50 commencing on or about March 6, 2017 and coding on or about March 6, 2020 (the "Assigned Payments"). In exchange for selling and ending to the Purchaser my rights to receive these payments, the Purchaser shalt pay Me the sum of: \$80,005.05 (the "Assignment Price"). If any of the individual Assigned Payments are less than the Periodic Payments due under the Annuity from the date of this Agreement forward in time, I may be entitled to receive the Over-Payment (as defined below) in accordance with Section G of this Agreement.
- B. Other Obligations and Promises, I hereby make and agree to the following unconditional representations, warranties and promises, which are unconditionally binding on me from the moment I sign this Agreement:
 - 1. I am of sound mind and not under or aubject to duress, fraud or undue influence. I am a competent adult and understand and eccept the consequences of my actions,
 - No one other than Me has any interest or claim of any kind or nature in, to or under the Assigned Payments I am assigning hereunder.
 - 3. Lam not indebted to anyone that would in any way affect either the assignment of the Assigned Lam not indepted to enjoine that would in any way unect entire the assignment of the Assigned Payments referenced above or the Purchaser's absolute rights to receive the Assigned Payments.
 - 4. I agree to conduct my affairs from the moment I sign this Agreement so as to ensure that the Purchaser obtains all of the benefits of the assignment contemplated hereby, including, without limitation, timely receipt of the Assigned Payments. This means, among other things, that I agree not to enter into agreements with third parties to sell my rights to and/or interest in any portion or all of the Assigned Payments.



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- I agree to cooperate with the Purchaser and provide any additional documentation and information as the Purchaser may reasonably require from Me regarding the Settlement Payments and the transaction contemplated herein.
- The Periodic Payments are due to Me on the account of my purchase of an annulty and is not the result of a structured settlement.
- 7. The Periodic Payments are not the type referenced in MCLS proc § 691.1301 (2007).
- The transaction contemplated hereby is an absolute sale of the Assigned Payments and I intend that it be treated as a sale and not as a secured toan.
- 9. Lacknowledge that documents underlying an annulty may contain language—and based upon information and belief, do contain such language—prohibiting my right or power to accelerate, defer, increase, decrease or assign my annulty payments. Should the partinent documents relating to the Settlement or the Annuity contain a provision with this or similar language, I relating to such provision that I may such provision and claims relating to such provision that I may have any such provision and claims relating to such provision that I may to and Accordingly, I agree and promise that I will never claim in any venue that the rights to and interest in the Assigned Payments are not transferable, or that the prohibitory language mentioned before renders void this Agreement.
- C. Default Provision, I understand and agree that I will be in breach of my obligations under this Agreement in any of the following situations:
 - Any of the representations, warrenties, and promises set forth in Section B at any time turn out
 to be untrue.
 - 2. I fall to perform the promises I made under Section B.
 - The Annuity Issuer refuses or fails to make any one or more of the Assigned Payments as a result of any act by Me or my representatives.
 - I fall to forward promptly to the Purchaser any Assigned Paymenta received by Me from the Annuity Issuer.
 - 5. If at any time, I fall to fulfill any other obligation of mine under this Agreement.
- D. The Purchaser's Obligation to Pay Me. The Purchaser's obligation to pay Me the Assignment
 Price depends upon the following conditions being satisfied unless waived by the Purchaser:
 - The Purchaser shall be satisfied, in the Purchaser's sole discretion, that there are no clalms, fiens or interests of any kind or nature whatsoever that do or may affect the Purchaser's rights to or interest in the Assigned Payments and the Purchaser's ability actually to receive same on the dates and in the amounts set forth in Section A.

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2. The Purchaser shall be satisfied that the representations, warranties and covenants set forth in Section B are true in all material respects.

- The Purchaser shall have received the acknowledgment from the Annuity Issuer satisfactory to the Purchaser, In the Purchaser's sole discretion, confirming either (i) the change of ownership of the Annuity from Me to the Purchaser or (ii) an Irrevocable change of payee and beneficiary.
- E. Security Interest. To secure the performance of my representations, covenants and warranties set forth herein, and only to the extent permitted by law, the Purchaser and I intend to create a security interest -under Article 9 of the Uniform Commercial Code of my state of domicile- in my rights to and interest in the Assigned Payments, which rights have been assigned to the Purchaser as general intengibles under Article 9 of the Uniform Commercial Code of my state of domicile. This Agreement shall also function as a security agreement. This security interest secures payment of the rights assigned and performance of my obligations under Section B secures payment of the rights assigned and performance of my obligations under Section B shove, the Purchaser may direct any account debtor, obligor on an instrument, including, without limitation, to DRB Capital, LLC or the Annuity Issuer, to make periodic payments directly to the Purchaser as contemplated by the Uniform Commercial Code. The Purchaser may file a UCC-1 financing statement to perfect its rights hereunder.

F. Authorizations. By signing this Agreement:

1. Lexpressly authorize the Purchaser to endorse on my behalf any and ell checks payable to me with respect to the Assigned Payments, to the extent necessary for the consummation and enforcement of the transaction contemplated in this Agreement. This authorization shall represent death or disability.

survive my death or disability.

2. I expressly authorize the Purchaser to send me offers, requests and information for potential future transactions, including sending up to 30 texts a month to my mobile phone number using an autodister. My consent is not a condition of any future sale or purchase. I understand that, at any time, I can withdraw my consent by either sending a written notice to the Purchaser as provided in Section O, or I can reply to a text from the Purchaser with "STOP". I can also request additional information by texting "HELP". I understand that message and data rates may apply to the texts I send and receive.

- G. Payments or Amounts Received by Party Other Than Party Intended to Receive Such Payments of Amounts.
 - In the event that I receive any of the Assigned Payments or any portion thereof prior to the Purchaser's payment of the Assignment Price to Me, the Assignment Price shell be reduced in like amount and the terms of this Agreement regarding the payments to be assigned shall be deemed to be adjusted accordingly.
 - In the event that I receive any of the Assigned Payments or any portion thereof after the Purchaser's payment of the Assignment Price to Mc, I will forward such amounts promptly to the Purchaser.

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- 3. The parties recognize that the individual Periodic Payments due under the Annuity from the The parties recognize that the individual Periodic Payments due under the Annuity from the date of this Agreement forward may exceed the amount of the Assigned Payments being sold to the Purchaser hereunder (the difference being hereafter referred to as the "Over-Payment"). The Purchaser agrees that to the extent that the Purchaser receives payments under the Annuity in excess of the Assigned Payments it will, within 7 days of receipt of such Over-Annuity in excess of the Assigned Payments it will, within 7 days of receipt of such Over-Payment, remit same to Me by regular mall to my address. If I wish the Over-Payment to be sent by means other than regular U.S. mail, then I hereby authorize the Purchaser to deduct from the Over-Payment amount a reasonable fee for such alternative means of delivery.
- H. Escrow. The Purchaser may (but is not required to) and is hereby authorized to hold in escrow an smount equal to the Assigned Payments until such time as the Purchaser shall have received the acknowledgment from the Annuity Issuer satisfactory to the Purchaser, in the Purchaser's sole discretion, confirming either (i) the change of ownership of the Annuity from Me to the Purchaser or (ii) an irrevocable change of payee and beneficiary. Upon receipt of such acknowledgment, or it is not required to a such acknowledgment, equal to payments sent to Me by the Annuity Issuer after the Effective Date, if any, equal to payments sent to Me by the Annuity Issuer after the Effective Date, if any received by the Purchaser before the expiration of a period ending 120 days after the Effective Date, the Purchaser may (but is not required to) continue to hold in escrow an amount equal to payments not yet received from the Annuity Issuer that are or will become due before expiration of payments not yet received from the Annuity Issuer that are or will become due before expiration of payments not yet received from the Annuity Issuer that are or will become due before expiration of payments will be deducted from the Annuity Issuer that are or will become due before expiration of Payments will be deducted from the amount of the Initial Release, to be held in escrow. As soon Payments will be deducted from the amount of the Initial Release, to be held in escrow as the Purchaser begins to receive payments directly from the Annuity Issuer as contemplated as the Purchaser begins to receive payments directly from the Annuity Issuer as contemplated herounder, the Purchaser will send Me any emounts held in escrow at the time (the "Final Release, if any. Release, if any.
- I. Authorization to Discharge Liens and Charges. The Purchaser shall be entitled to discharge Authorization to Discharge Liens and Charges. The Purchaser shall be entitled to discharge any adverse claims against Me or any of the Assigned Payments Whether of not such adverse claims are disclosed. The Purchaser may, provided the Purchaser furnishes prior written notice to falms are disclosed. The Purchaser may, provided the Purchaser furnishes prior written notice to Me, pay any and all amounts necessary or, it the Assignment Price has been deposited into an escrow account, instruct the escrow agent to pay any and all amounts necessary to discharge such liens or other adverse claims, and the Assignment Price shall be reduced by the amount of any such narment. any such payment
- Applicable Law, Except as otherwise required by applicable statutory law, this Agreement shall be governed by and interpreted in accordance with the law of my state of residence on the date of the state of residence on the date of the state of the this Agreement

K. Agreement to Arbitrate.

Agreement. The parties agree that any and all controversies, claims, disputes, rights, interests, suits or causes of action arising out of or relating to this Agreement, to the negotiations thereto related or to the breach thereof, or to the formation, scope, validity and/or enforceability of this agreement to arbitrate or the Agreement (each, a "Claim"), as well as the question of arbitrability of any such Claim, shall be settled by binding erbitration.

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- 2. Initiation of Arbitration. Either party may initiate an arbitration by serving the other party to this Agreement with a written demand for arbitration. The arbitration of a Claim must be initiated within a reasonable time after the Claim has accrued. In no event shall a Claim (or a Claim raised in a counter-demand) be entertained by the arbitrator if the demand for arbitration (or counter-demand, as the case may be) is filed after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of similations. If a party raises untimellness of the filing of the demand or counter-demand as a defense, the arbitrator must resolve that question prior to holding the hearing on the medis of the corresponding Claim. If either party refusing to arbitrate shall be responsible seek court intervention to compel arbitration, the party refusing to arbitrate shall be responsible for paying the fees and expenses (including attorneys' fees) incurred in seaking an order to compel arbitration.
- 3. Administration. The arbitration shall not be administered by any arbitration provider organization but shall be privately administered by the arbitrator appointed pursuant to this section K. Notwithstanding the preceding sentence, the Commercial Rules of the American Arbitration Association (the "AAA Rules") shall govern the arbitration process and the arbitrator must follow the AAA Rules, except those regarding the administration of the srbitration process by the American Arbitration Association (the "AAA") and those as to which this Section K provides otherwise, in the case of inconsistencies helween the terms of this Section K and the AAA Rules, the terms of Section K shall govern.
- 4. The Arbitrator. The arbitration shall be held before a single arbitrator from the roster of neutrals of the AAA, to be selected and appointed through the "AAA Arbitrator Select, List and Appointment" service (the "Service"). The party initiating the arbitration must submit a request for the Service with the AAA no later than 10 calendar days after the initiation of the arbitration. If an appointed arbitrator needs to be replaced for any reason, the selection of the replacement will also be made through the Service. Each party is responsible to pay the arbitrator directly for 50% of the arbitrator fees as these become due.
- 5 Arbitration Process. The arbitration will be held in the largest city of my state of residence. Discovery, specifically including interrogalories, production of documents and depositions, shall be allowed at the discretion of the arbitrator and, if permitted, shall be conducted in accordance with, and governed by, the Federal Rules of Civil Procedure.
- 6. Waivers. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other mainter, an additional person or entity not a party to this Agreement, except by written consent of the parties hereto, containing a specific reference to Agreement and signed by the ontity acought to be Joined. Consent to arbitration involving an additional person or entity shall not constitute consent to erbitration of any Claim in question not described in the written consent or with a person or entity not named or described therein. There shall be no right or authority for any claims to be arbitrated on a class action basis or on any basis involving claims brought in a purported representative capacity on behalf of the general public or other persons or entities similarly cituated. I UNIDERSTAND THAT I WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A

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HART SALES TEAM

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MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING OR RELATING TO ANY CLAIM AND THAT OTHER RIGHTS THAT I WOULD HAVE IF I WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION.

7. The Award. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any competent court with jurisdiction. Such award shall identify the substantially prevailing party and shall include fees and expenses, including attorneys' fees, any expert fees, arbitrator fees and costs of arbitration, for the substantially arranged the cardy. prevailing party.

L. Effective Date. This Agreement shall be effective from the date it is signed by Me.

in witness whereof I hereunto set my hand.

Yolanda Keyes as Conservator of the Estate of Rendy darkson

STATE OF M. Change

On the 18th day of FChrost in the year 2015 before Me, the undersigned, personally appeared Yolanda Keyes as Conservator of the Estate of Randy Jackson personally known to Me or proved to Me on the bests of satisfactory evidence to be the Individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to Me that he/sha/liney executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the Individual(s) acted, executed the ladividual(s). lastrument.

Accepted:

DRB Capital, LLC 1625 S. Congress Ave., Suite 200 Delray Beach, FL 33445

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Sanilys County
My Commussion English 22 23, 2019
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From DRB Capital 1.561.982.3551 Tue Feb 24 09:00:57 2015 MST Page 2 of 7 02/18/2015 25:34 13896050151 16860 SALES TEAM PAGE 18/32

2/18/2015

MetLife Insurance Company USA 2025 Lecstown Road Suite J Lexington, KY, 40511 Attn: Annuity Payont Division

RR: Contract#: 90003287RIN Yolanda Keyes as Conservator of the Estate of Randy Jackson 2934 Carina Drive North Branch, MI, 48461

To Whom It May Concern:

The payments that I am proposing to transfer for contract# 90003287RIN are as follows:

4 annual payments of \$19,699.5 commencing on or about March 6, 2017 and ending on or about March 6, 2020

The above referenced payments will be assigned to DRB Capital, LLC with an address of P.O. Box \$50001, Attn: Dept #210, Orlando, FL 32885-0210. Taxes are NOT to be withheld.

Please fax a confirmation acknowledgment letter to DRB Capital, LLC at (866) 704-0772 with a mailing address of DRB Capital, LLC; 1625 S. Congress Avenue, Suite 200, Deltay Beach, FL 33445.

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If you have any questions, picuse do not hasitate to contact me at (517) $200 \circ 8680$

Thank you,

Yolanda Keyes as Conservator of the Estate of

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DRB Capital, LLC

Date O. M. D

From DRB Capital 1.561.982.3551 Tue Feb 24 09:00:57 2015 MST Page 3 of 7 82/18/2015 85:34 19896350151 MARKI GALES TEAM PAGE 17/32

2/18/2015

MetLife Insurance Company USA 2025 Leestown Road Suite J Lexington, KY, 40511 Attn: Annuity Payont Division

RE: Contract #: 90003287RIN Yolanda Koyes as Conservator of the Estate of Randy Jacksou 2934 Carina Driva North Branch, MI, 48461

To Whom It May Concern;

Lum writing to request as <u>treatmenths</u> change of ownership, beneficiary, and payon for contract # 90003287RIN. The new owner, beneficiary and payor will be DRB Capital, LLC with an address of P.O. Rox \$50001, Attn: Dept #210, Otlando, FL 32885-0210. The company BIN is 90-1021825. TAXES ARE NOT TO BE WITHBELD.

Additionally, I hereby authorize the release of any contract documents, including a copy of the attackly contract and a confirmation letter of the changes to DRB Capital, LLC via fax # (866) 704-0772 with a company mailing address located at:

DRB Capital, LLC 1625 S. Congress Avo, Suite 200 Delvay Beach, Ff. 33445

I, Yolanda Koyes as Conservator of the Estate of Randy Jackson, hereby authorize DRB Capital, LLC, premission/clearance to obtain, diseass and communicate fully with MetLife Insurance Company USA regarding this policy on my behalf. In return, I authorize MetLife Insurance Company USA the authority to diseass, communicate and comply fully with a DRB Capital representative regarding this policy.

If you have any questions, please do not healthte to contact me at (517) 260 . 8680.

Thunk yee,

Volume Rayes as Consequent of the Estate of Randy Jackson

STATE OF THE CLASSIC COUNTY OR CITY OF LARGE COUNTY OR

On the day of Ecology, in the year Doct Defere Ma, the undersigned, personally appeared Yokanda Kayes as Conservator of the listate of Randy Jackson personally known to Me or proved to Me on the basis of salisfactory evidence to be the individual(a) whose name(s) is (are) subscribed to the within instrument, and acknowledged to Me that he/she/they executed the same in his/hor/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary 3

My Commission expires on: "1 2 3 - 1019

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Notacy Public - Michigan
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My Countieron Exprise Jul 23 2019
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From DRB Capital 1.561.982.3551 Tue Feb 24 09:00:57 2015 MST Page 4 of 7 HART SALES TEAM ab/18/2215 85:34 19895358151

MetLife

MetLife Insurance Company of Connecticut

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Me(Life Insurance Company of Connecticut

Disclosure and Acknowledgement for Transfer of a Non-Qualified Annuity by an Individual to a Non-Natural Entity

("Owner"), the holder of a non-qualified annuity contract

is, and by Mod.life and the understipped, on behalf of (corporation or other non-natural entity) ("Assigned") have each indicated dear intent to complete a banefer of the achillity contact from Owner to Assignee. Please note the following:

Generally, the tax treatment of an annuity contract owned by a composition or other non-natural onlity requires the owner to include in its auxilial income the "Income on the contract" for each taxable year. That is, the cattings on the contact (it increase) in the value of the contract uning five year as adjusted for new promium paid and withdrawels made during the taxable year) will not be tax deferred. As nech, Assignee will be responsible for any lax consequences which may result, including reporting the incaste or all the order of the react year on its as return for each such taxable year, as monitoded by Sec. 12(a) of the internal Revenue Code (IRC). Both year, Mad, life will provide so emeal statement of the account as of December 3) aboving second activity for the calendar year. Such absolute at which must be included in Assigned's gross moome on its tex return. In addition, Owner will be responsible for any taxes due at the time of the transfer (the earnings which have belt up from the issuance of the atmustry).

Upon the death of the Annulant, under the terms of the contract, we will pay the named but stifleday. The payment of the account balance to the beneficiary must be made in accordance with the same of the annulty contract. Payment of the death benefit to the benefit lary may be taxable. Owner and Assigned acknowledge that because the annulty will be held by a pon-natural entity, the death benefit payment rules under IRC Sec. 72(x)6) will require distribution upon the death of the Annultant oven if a Contingent Annultant was maned when the contract was issued. Therefore, it is suggested that an analysis of the beneficial designation be made palar to the transfer of the annulty contract to Assignee.

We strongly suggest that you consult your logal connect and tax advisor regarding advisability of the transfer and the resulting tax, logal and financial placeting implications before completing the transfer of this contrast.

Please Indicate below that you have read, Wederstand and animovaring the above by stoying halow.

Notice Varie (Print) Signature

Authorized Signature of Company/Assignor Representative

Date

Print Namo, Title and Company/Assignee

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